

12-02-1998



100912395

REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

11.23.98

Submission Type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Effective Date
Month Day Year
09 23 1998

Other Conditional Reversion/Assignment

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
09 23 1998

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Association

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

11/30/1998 SBURNS 00000024 75685622 FOR OFFICE USE ONLY
01 FC:481 40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1821 FRAME: 0850

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

| | | | | | |
|---------------------------------------|---------------------------------------|----------------------|----------------------|----------------------|----------------------|
| <input type="text" value="74685622"/> | <input type="text" value="75189686"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text" value="74698908"/> | <input type="text" value="75189926"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text" value="74976098"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Penny R. Slicer

Name of Person Signing

Signature

11/18/98

Date Signed

CONDITIONAL REVERSION AND ASSIGNMENT

WHEREAS, Big Dog Holdings, Inc., a corporation duly organized under the laws of the State of Delaware, and having its principal place of business at 121 Gray Avenue, Santa Barbara, County of Santa Barbara, and State of California, obtained an assignment of even date herewith (hereinafter the "Assignment") of any and all common law right, title and interest in and to the marks "BIG DOG", "BIG DOG MOTORCYCLES", "BIG DOG SERVICE CENTER" and "BIG DOG MOTORCYCLES & Design" for motorcycle related products and services, including the goodwill symbolized by the marks (hereinafter the "Marks") from Big Dog Motorcycles, L.L.C., a limited liability corporation duly organized under the laws of the State of Arizona, and having its principal place of business at 140 N. Ohio, Wichita, 67214 County of Sedgwick, and State of Kansas;

WHEREAS, Big Dog Holdings, Inc., simultaneously granted back to Big Dog Motorcycles, L.L.C. a license to exclusively use the marks "BIG DOG MOTORCYCLES", "BIG DOG MOTORCYCLES SERVICE CENTER" and "BIG DOG MOTORCYCLES and Design" in association with motorcycle related products and services (hereinafter the "License");

WHEREAS, Big Dog Motorcycles, L.L.C. and Big Dog Holdings, Inc. have agreed that should the License be terminated for any reason in the future by either party, with or without cause, whatever right, title and interest in and to said Marks and the goodwill associated therewith that Big Dog Motorcycles, L.L.C. owned prior to the Assignment to Big Dog Holdings, Inc. shall immediately revert to and be assigned back to Big Dog Motorcycles, L.L.C.


EXHIBIT D

WHEREAS, Big Dog Motorcycles, L.L.C., is desirous of acquiring said rights in the Marks including said goodwill symbolized by the Marks in the event that the License is terminated for any reason with or without cause.

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Big Dog Holdings, Inc. does hereby sell, assign and transfer unto said Big Dog Motorcycles, L.L.C. effective immediately upon termination of the License any and all of the right, title and interest, throughout the world, in and to said Marks that Big Dog Motorcycles, L.L.C. owned prior to the Assignment of such rights to Big Dog Holdings, together with the good will of the business symbolized by the same. Big Dog Holdings, Inc., represents and warrants that it has full power and authority to make such sale, assignment and transfer, and that it has not made, and will not make in the future, any other sale, assignment, transfer, license or otherwise pledged the Marks (in part or in their entireties) to any third party in contravention of this Agreement.

EXECUTED this 23 day of September, 1998.

Big Dog Holdings, Inc.



Name: Anthony Wal
Title: Ex. Vice President

STATE OF California :
COUNTY OF Santa Barbara : SS

On this 23 day of September, 1998, before me personally appeared Anthony Wall, to me known to be the person described in, and who executed, the foregoing instrument, and he duly acknowledged to me that he executed the same for uses and purposes therein set forth.

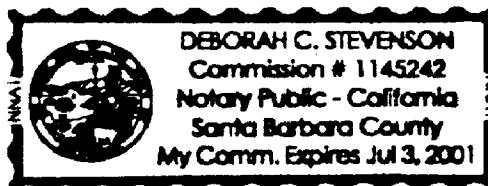
Deborah C. Stevenson
Notary Public

SEAL

My Commission Expires:

July 3, 2001

A:\CONDASSG.DOG



ASSIGNMENT

WHEREAS, Big Dog Motorcycles, L.L.C., a limited liability corporation duly organized under the laws of the State of Arizona, and having its principal place of business at 140 North Ohio, Wichita, 67214 County of Sedgwick, and State of Kansas, has adopted and used the marks "BIG DOG", "BIG DOG MOTORCYCLES", "BIG DOG SERVICE CENTER" and "BIG DOG MOTORCYCLES & Design" for motorcycle related products and services and is the applicant of the Trademark Applications listed on Schedule A attached hereto; and

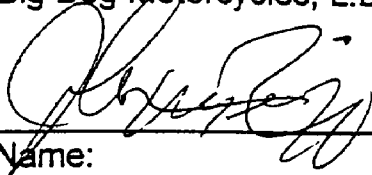
WHEREAS, Big Dog Holdings, Inc., a corporation duly organized under the laws of the State of Delaware, and having its principal place of business at 121 Gray Avenue, Santa Barbara, County of Santa Barbara, and State of California, is desirous of acquiring said marks, including the good will symbolized by the marks, and the Trademark Applications and any registrations issuing therefrom.

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Big Dog Motorcycles, L.L.C. has sold, assigned and transferred, and by these presents does sell, assign and transfer unto said Big Dog Holdings, Inc. any and all of its right, title and interest, throughout the world, in and to the said marks, together with the good will of the business symbolized by the marks, and the Trademark applications thereof, as well as any registrations issuing therefrom, and the right to recover for any past infringement of said marks.

EXHIBIT A

EXECUTED this 19th day of September, 1997.

Big Dog Motorcycles, L.L.C.



Name:

Title:

STATE OF

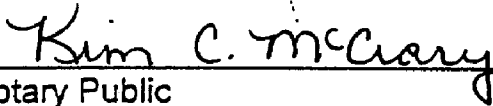
:

: ss

COUNTY OF

:

On this 7th day of July, 1998, before me personally appeared John M. Reiff, to me known to be the person described in, and who executed, the foregoing instrument, and he duly acknowledged to me that he executed the same for uses and purposes therein set forth.

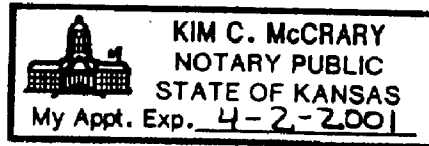


Notary Public

SEAL

My Commission Expires:

4-2-2001



SCHEDULE A

United States

| <u>TRADEMARK</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|------------------------------|-------------------|--------------------|
| BIG DOG | 74/685,622 | 06/07/95 |
| BIG DOG | 74/698,908 | 07/10/95 |
| BIG DOG | 74/976,098 | 06/07/95 |
| BIG DOG MOTORCYCLES | 75/189,686 | 10/30/96 |
| BIG DOG MOTORCYCLES & Design | 75/189,926 | 10/30/96 |

European Community Trademark

| <u>TRADEMARK</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|------------------|-------------------|--------------------|
| BIG DOG | 84210 | 04/01/96 |

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RECORDED: 11/23/1998

TRADEMARK
REEL: 1821 FRAME: 0857